

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**FIREMAN'S FUND INSURANCE CO.,
ONE BEACON INSURANCE CO.,
NATIONAL LIABILITY AND FIRE
INSURANCE CO., and QBE MARINE
& ENERGY SYNDICATE 1036,**

Plaintiffs

v.

**GREAT AMERICAN INSURANCE CO.
OF NEW YORK, MAX SPECIALITY
INSURANCE CO. and SIGNAL
INTERNATIONAL, LLC,**

Defendants

CIVIL ACTION NO. 10-cv-1653 (LAK)

**DEFENDANT GREAT AMERICAN INSURANCE CO. OF
NEW YORK'S RESPONSE TO PLAINTIFFS' AND SIGNALS' JOINT LOCAL
RULE 56.1 STATEMENT**

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Defendant Great American Insurance Co. of New York (“Great American”), by and through its attorneys, hereby responds to the Joint Local Rule 56.1 Statement filed by Signal International, LLC and Plaintiffs, Fireman’s Fund Insurance Co., One Beacon Insurance Co., National Liability and Fire Insurance Co., and QBE Marine and Energy Syndicate 1036 (“Plaintiffs”) in support of their Joint Motion for Summary Judgment against Great American seeking a declaration that the general maritime law and the entrenched maritime doctrine of *uberrimae fidei* is not applicable under the Great American Vessel Owner Pollution Policy, and Plaintiffs’ Motion for Summary Judgment against Great American seeking a declaration that coverage has been triggered under the Great American Vessel Owner Pollution Policy with regard to the costs for the removal and disposal of the Drydock.

Great American will reference by paragraph number only those paragraphs containing averments that it contests and submits are not proper statements, in full or in part, based on the record.

25. To the extent Signal started to perform marine fabrication for new construction, this work was performed at the Orange, Texas shipyard or other Signal locations, and not on the AFDB-5 drydock (Drydock). (Cunningham Tr. 35: 24 – 40:24.; Heger Ex. 195)

35. The cited testimony does not contain the phrase “significant quantities of asbestos and transite (an asbestos containing material) and it should be disregarded.

38. The assembly of the tension leg platform on the Drydock was a one time event. The Drydock was not used for new construction. It was used for vessel repairs Signal’s list of vessel (rig) dockings reveals. (Heger Ex. 195)

51. Plaintiffs completely and totally mischaracterize the September 2, 2009 letter issued by the Texas General Land Office, and in doing so, ignore the Affidavit of Greg Pollock

in which he confirms that neither this letter, nor any of the other letters that were issued by GLO to Signal were “orders”. Great American also objects to the heading “The Order to Remove” inserted by Plaintiffs for the same reasons. (See Affidavit of Greg Pollock.)

52. Great American objects to the partial recitation of the September 2, 2009 letter from GLO. The letter, being a document, speaks for itself and must be read in its entirety. (See Affidavit of Greg Pollock.)

53. Great American objects to the partial recitation of the November 5, 2009 letter from GLO, as well as Plaintiffs addition of emphasis. The letter, being a document, speaks for itself and must be read in its entirety. Moreover, under the Rules, a Rule 56.1 Statement is intended to be a statement regarding alleged facts, not argument, so the addition of emphasis by counsel is improper. (See Affidavit of Greg Pollock.)

54. Plaintiffs completely and totally mischaracterize the September 2, 2009 and November 5, 2009 letters issued by the Texas General Land Office, and in doing so, ignore the Affidavit of Pollock in which he confirms that neither none of the letters that were issued by GLO to Signal were “orders”. Great American also maintains its objection to the heading “The Order to Remove” inserted by Plaintiffs for the same reasons. (See Affidavit of Greg Pollock.)

55. While GLO did not identify the sunken Drydock as a hazard to navigation in its September 2, 2009 and November 5, 2009 letters, it did indicate in its March 5, 2012 letter that now that the berth was cleared of the Drydock, there was no longer a hazard to navigation.

60. The term “debris wreckage” is a phrase or reference manufactured by Plaintiffs’ attorneys and has no independent meaning. Great American objects to the use of the term to manufacture an argument.

61. Great American denies that this was the purpose of the referenced meeting. The meeting was agreed to be treated as confidential and disclosures were prohibited pursuant to FRE 408. The reference to the meeting is improper and irrelevant.

62. The meeting was agreed to be treated as confidential and disclosures were prohibited pursuant to FRE 408. The reference to the meeting is improper and irrelevant.

63. The meeting was agreed to be treated as confidential and disclosures were prohibited pursuant to FRE 408. The reference to the meeting is improper and irrelevant.

64. The meeting was agreed to be treated as confidential and disclosures were prohibited pursuant to FRE 408. The reference to the meeting is improper and irrelevant.

66. The term “debris wreckage” is a phrase or reference manufactured by Plaintiffs’ attorneys and has no independent meaning. Great American objects to the use of the term to manufacture an argument.

67. The referenced letter, being a writing, speaks for itself and must be read in its entirety. Furthermore, Great American objects to the extent that this paragraph, and the referenced letter, assert conclusions of law. Great American also objects to the contentions asserted.

68. The referenced letter, being a writing, speaks for itself and must be read in its entirety. Furthermore, Great American objects to the extent that this paragraph, and the referenced letter, assert conclusions of law. Great American also objects to the contentions asserted.

69. The referenced document, being a writing, speaks for itself and must be read in its entirety.

72. The referenced document, being a writing, speaks for itself and must be read in its entirety.

80. The term “hazardous material remediation” is not used or supported by the cited testimony.

85. The cited testimony does not use the term “pollutants.”

91. The referenced document, being a writing, speaks for itself and must be read in its entirety. (See Affidavit of Greg Pollock.)

114. Reese Lever testified that Steve Webber, the underwriting director of the Houston office was involved in the process. (Lever TR. 150: 19 – 151: 19). Captain Ed Wilmot originally had approved the inclusion of the Drydock in the Vessel Owner Pollution Program for Signal. (See Ed Wilmot Unsworn Declaration.)

179. The referenced document, being a writing, speaks for itself and must be read in its entirety. The misrepresentation provision states as follows:

Any concealment or misrepresentation by You of any material fact or circumstance relating to this insurance, or any claim or incident hereunder will void this policy completely as to any and all claims and incidents, whether such concealment or misrepresentation is deliberate, negligent, inadvertent, innocent, or otherwise.

180. Steve Weber was involved in the process and addressed the materiality of the information that it has been determined that Signal did not disclose during the period 2003 – 2009. (See Steve Weber Unsworn Declaration; also see Ed Wilmot Unsworn Declaration.)

191. Great American only had communications with Willis, Signal’s broker, who is an agent for Signal. As evidenced by the records and more specifically set forth in Great American’s supplemental Statement of Undisputed Facts, Signal improperly represented that the Drydock was in satisfactory condition by failing to disclose the true known facts.

192. Jim Booker, Signal's former docking master, has testified that the surveyor from Dufour, Laskay & Strouse did not perform as represented. (Booker Tr. 136: 6-17.)

193. As evidenced by the records and more specifically set forth in Great American's supplemental Statement of Undisputed Facts, Signal improperly represented that the Drydock was in satisfactory condition by failing to disclose the true known facts.

MATTIONI, LTD.

By:



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Date: April 16, 2013

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Great American's Response To Plaintiffs' And Signals' Joint Local Rule 56.1 Statement was served via electronic notification on April 16, 2013, to the following:

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CHRISTOPHER SCOTT CUNNINGHAM, C.P.A. Vol 1 30(b)(6)
FIREMAN'S FUND VS. GREAT AMERICAN

February 14, 2013

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<p>1 UNITED STATES DISTRICT COURT</p> <p>2 SOUTHERN DISTRICT OF NEW YORK</p> <p>3 FIREMAN'S FUND)</p> <p>4 INSURANCE COMPANY, ONE)</p> <p>5 BEACON INSURANCE)</p> <p>6 COMPANY, NATIONAL)</p> <p>7 LIABILITY AND FIRE)</p> <p>8 INSURANCE COMPANY, AND)</p> <p>9 QBE MARINE & ENERGY)</p> <p>10 SYNDICATE 1036) Case No.:</p> <p>11) 10-cv-1653</p> <p>12) (JPO)(JLC)</p> <p>13)</p> <p>14)</p> <p>15) ECF Case</p> <p>16)</p> <p>17)</p> <p>18)</p> <p>19)</p> <p>20)</p> <p>21)</p> <p>22)</p> <p>23)</p> <p>24)</p> <p>25)</p> <p>VOLUME I</p> <p>Deposition of CHRISTOPHER SCOTT CUNNINGHAM,</p> <p>C.P.A., and 30(b)(6) deposition of SIGNAL</p> <p>INTERNATIONAL, L.L.C., through its designated</p> <p>representative, CHRISTOPHER SCOTT CUNNINGHAM,</p> <p>C.P.A., taken on Thursday, February 14, 2013, in</p> <p>the office of LeBlanc Bland, P.L.L.C., 909 Poydras</p> <p>Street, Suite 1860, New Orleans, Louisiana 70112,</p> <p>commencing at 9:11 a.m.</p>	<p>Page 1</p> <p>1 Exhibit No. 360.....88</p> <p>2 E-mail correspondence, FF 04005 - 04006</p> <p>3 Exhibit No. 361.....94</p> <p>4 Letter from L. Spears to Willis of</p> <p>Alabama, Inc., dated 9/15/09</p> <p>5 Exhibit No. 362.....100</p> <p>6 Letter from L. Spears to Willis of</p> <p>Alabama, Inc., dated 10/13/09,</p> <p>Signal (NY) 000293 -294</p> <p>7 Exhibit No. 363.....109</p> <p>8 Conditional Bill of Sale,</p> <p>Signal (NY) 008813 - 8815</p> <p>9 Exhibit No. 364.....129</p> <p>10 E-mail correspondence,</p> <p>Re: Signal Drydock Claim</p> <p>11 Exhibit No. 365.....137</p> <p>12 E-mail correspondence,</p> <p>Re: Signal Drydock Agreement</p> <p>13 Exhibit No. 366.....147</p> <p>14 E-mail correspondence,</p> <p>SIGNAL00039748</p> <p>15 Exhibit No. 367.....150</p> <p>16 Letter from Max to C. Cunningham,</p> <p>dated 2/16/10, MSI 001204 - 1214</p> <p>17 Exhibit No. 368.....153</p> <p>18 E-mail correspondence, Re: Signal</p> <p>International Max Claim# MXBP04423</p> <p>19 Exhibit No. 369.....161</p> <p>20 E-mail correspondence, Re: Texas</p> <p>Drydock - Attorney Client Privilege</p> <p>21 Exhibit No. 370.....170</p> <p>22 Letter from D. Bland to Interested</p> <p>Insurers, dated 3/23/10</p> <p>23 Exhibit No. 371.....180</p> <p>24 Settlement Agreement & General Release,</p> <p>Signal (NY) 002865 - 2873</p> <p>25</p>
<p>Page 2</p> <p>1 INDEX</p> <p>2 Page</p> <p>3 Caption.....1</p> <p>4 Appearances.....5</p> <p>5 Agreement of Counsel.....7</p> <p>6 Witness' Certificate.....218</p> <p>7 Reporter's Certificate.....219</p> <p>8 EXAMINATION</p> <p>9 MR. STRAUS.....8</p> <p>10</p> <p>11 EXHIBITS</p> <p>12 Exhibit No. 353.....82</p> <p>13 Second Amended Notice of Rule 30(b)(6)</p> <p>Deposition</p> <p>14 Exhibit No. 354.....82</p> <p>15 Amended Notice of Deposition of Signal</p> <p>International, LLC, by Chris Cunningham</p> <p>16 Exhibit No. 355.....82</p> <p>17 Cross Notice of Rule 30(b)(6) Deposition</p> <p>18 Exhibit No. 356.....86</p> <p>19 Plaintiff's Second Amended Cross-Notice</p> <p>of Rule 30(b)(6) Deposition of Signal</p> <p>International, LLC</p> <p>20 Exhibit No. 357.....86</p> <p>21 Letter from D. Bland to J. Nicoletti</p> <p>dated 2/6/13</p> <p>22 Exhibit No. 358.....86</p> <p>23 Letter from D. Bland to S. Strauss</p> <p>dated 2/6/13</p> <p>24 Exhibit No. 359.....86</p> <p>25 Letter from D. Bland to G. Zacharkow</p> <p>dated 2/6/13</p>	<p>Page 4</p> <p>1 Exhibit No. 372.....184</p> <p>2 Assignment, Signal (NY) 002860 - 2864</p> <p>3 Exhibit No. 373.....187</p> <p>4 Lease Agreement between The City of</p> <p>Port Arthur and Port of Port Arthur</p> <p>Navigation District</p> <p>5 Exhibit No. 374.....189</p> <p>6 Letter from R. Meisetschlaeger to</p> <p>President, Port Arthur Navigation</p> <p>District Industrial Development Corp.,</p> <p>dated 9/24/07</p> <p>7 Exhibit No. 375.....198</p> <p>8 Pleasure Island Commission proposal,</p> <p>dated 8/18/09</p> <p>9 Exhibit No. 376.....200</p> <p>10 Letter from J. Creighton to</p> <p>R. Meisetsenlaeger [sic], dated 8/19/09</p> <p>11 Exhibit No. 377.....202</p> <p>12 Letter from J. Creighton to</p> <p>R. Meisetsenlaeger, dated 8/12/09</p> <p>13 Exhibit No. 378.....206</p> <p>14 Cover sheet and letter from</p> <p>R. Meisetschlaeger to J. Dike,</p> <p>dated 3/24/09</p> <p>15 Exhibit No. 379.....208</p> <p>16 Letter from J. Creighton to Signal</p> <p>International, LLC, dated 6/24/09,</p> <p>GA-003475 - 3476</p> <p>17 Exhibit No. 380.....210</p> <p>18 Letter from R. Meisetschlaeger to</p> <p>J. Creighton, dated 7/24/09</p> <p>19 Exhibit No. 381.....214</p> <p>20 Letter from C. Cunningham to J. Dike,</p> <p>dated 9/8/09, 000867</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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<p style="text-align: right;">Page 33</p> <p>1 A. -- on the rigs. Yes. But it was not 2 self-propelled. I mean, motors for the 3 production -- 4 Q. Sure. 5 A. -- or the operation of the drilling. 6 Q. Again, this was constructed from plans? 7 A. Correct. 8 Q. Who was that for? 9 A. LeTourneau. 10 Q. Any other new construction projects? 11 A. Yes. We were subcontracted by Northrop 12 Grumman to build ship modules for their LPD 13 program, LPD 21, 22, and 23. 14 Q. LPD 21, 22, 23, what was that? What are 15 those? Let's start -- I'll strike that. 16 A. They're Navy ships. 17 Q. What's LPD stand for? 18 A. I'm not sure. 19 MR. PRESCOTT: Landing -- landing platform 20 dock. 21 THE WITNESS: I think landing platform 22 dock. Yeah. They were built for the Navy 23 to transport, I think, marine divisions. 24 (There is an off-the-record discussion.) 25 BY MR. STRAUS:</p>	<p style="text-align: right;">Page 35</p> <p>1 the ship. 2 And during this time period, we 3 built close to 200 modules for the -- this 4 LPD program. 5 BY MR. STRAUS: 6 Q. They were kind of kits that you sent back 7 to Northrop Grumman that they would assemble into 8 their ships? 9 A. Yeah. 10 They would send us all the materials and 11 all the drawings. We would assemble it, put it 12 together, build the module, barge it back to them. 13 And they would piece it altogether and weld it up. 14 Q. So everything that left you, it was a 15 ship, just not assembled? 16 MR. NOVAK: Objection to form. 17 THE WITNESS: It was a piece of a ship. 18 MR. BLAND: It would be like building this 19 room and attaching it in the building. 20 BY MR. STRAUS: 21 Q. So what you built and sent to them went 22 -- went into a larger ship? 23 A. Correct. 24 Q. Where were these -- you've mentioned three 25 new construction projects. Where were -- where</p>
<p style="text-align: right;">Page 34</p> <p>1 Q. Were the -- were the -- these ship 2 modules, they were -- the LPD 21, 22, 23, were 3 they self-propelled? 4 A. No. 5 Do you want me to explain what -- what 6 the -- what this is? Because I -- 7 Q. Yeah. 8 A. -- think there's confusion? 9 MR. ZACHARKOW: Off the record. 10 (There is an off-the-record discussion.) 11 THE WITNESS: In -- in -- in modern 12 shipbuilding -- modern -- modern 13 shipbuilding, these -- these big ships are 14 built in modules. And they'll break them 15 down into as many -- I think the LPDs had 16 at least a couple hundred modules, maybe 17 300 modules. And each one would be up to, 18 I think about -- I don't know -- one, two, 19 300 tons. Okay. And each module will be 20 fabricated with electrical, piping, 21 outfitting as much as possible. 22 You -- we would build the modules, 23 put it on a barge, ship it to Northrop 24 Grumman. And they did the assembly of 25 putting these modules together to build</p>	<p style="text-align: right;">Page 36</p> <p>1 was the building spar -- 2 A. The spar was built in Orange, Texas. 3 Q. What about the jack-up rig you mentioned? 4 A. The jack-up was also built in Orange, 5 Texas. 6 Q. And what about the Northrop Grumman LPDs? 7 A. It was built in both Orange, Texas and 8 Pascagoula, Mississippi. 9 Q. Do you have an estimate in your mind of 10 how many new construction projects such as these 11 Signal has been involved in? 12 A. Actually, I could count them. Yes. 13 Do you want to know? 14 Q. Sure. 15 A. Well, what I've already described to you. 16 And additionally, there have been two barges, big 17 offshore barges that Signal has built. And 18 currently, we are finishing construction of two 19 articulated tugs and barges in Orange, Texas. And 20 we are soon to begin construction of an 21 articulated tug and barge dredging unit. 22 Q. I count eight. Is that about the extent 23 of it? 24 MR. NOVAK: Objection to form. 25 THE WITNESS: It depends on if you include</p>

<p>Page 37</p> <p>1 an ATB as one unit.</p> <p>2 BY MR. STRAUS:</p> <p>3 Q. All right. Let's -- let's -- lets --</p> <p>4 A. Its really two units.</p> <p>5 Q. All right. The two barges were -- where</p> <p>6 were they constructed?</p> <p>7 A. In Orange, Texas.</p> <p>8 Q. What was -- who was the customer?</p> <p>9 A. One was Signet Maritime. And the second</p> <p>10 one -- gosh, I'm not -- I forget who the customer</p> <p>11 was.</p> <p>12 Q. Were they the same -- the same model</p> <p>13 barge?</p> <p>14 A. Virtually the same.</p> <p>15 Q. Can you describe it for -- for me.</p> <p>16 A. It was approximately 300 feet in length by</p> <p>17 100 feet wide with --</p> <p>18 Q. What was the purpose? What was the barge</p> <p>19 going to be used for?</p> <p>20 A. Offshore construction, hauling equipment</p> <p>21 out to rigs and drilling units. It had 5,000</p> <p>22 pounds per square inch deck strength. So you</p> <p>23 could put very heavy construction equipment on the</p> <p>24 barge.</p> <p>25 Q. Was it motorized?</p>	<p>Page 37</p> <p>1 A. Yes.</p> <p>2 Q. Who were the customers?</p> <p>3 A. Kirby Corporation.</p> <p>4 Q. Oh. Both of them, Kirby?</p> <p>5 A. Yes.</p> <p>6 Q. Did Signal purchase the -- the engines</p> <p>7 from an outside source?</p> <p>8 A. Yes.</p> <p>9 Q. When were the articulated tugs and barges</p> <p>10 constructed? And I apologize if you -- you</p> <p>11 answered that. I don't recall.</p> <p>12 A. The contract was signed in, I believe,</p> <p>13 March of 2011. And actual construction began, I</p> <p>14 believe, in September of 2011.</p> <p>15 Q. Are they completed?</p> <p>16 A. The Barge No. 1 is complete and delivered.</p> <p>17 The other three units are about to deliver.</p> <p>18 Q. You said the other three units. I know</p> <p>19 you mentioned you -- you group them in two and one</p> <p>20 before -- before. When you said the other</p> <p>21 two -- the other two are about to be delivered,</p> <p>22 you're now talking about them all the same?</p> <p>23 A. There are two contracts each for the</p> <p>24 construction of the tug and the barge. The tug</p> <p>25 and the barge are two separate units, though.</p>
<p>Page 38</p> <p>1 A. No. It was not self-propelled.</p> <p>2 Q. What about the articulated -- the two</p> <p>3 articulated dugs and barges? Are these -- were</p> <p>4 those -- strike that.</p> <p>5 What is -- what is an articulated tug and</p> <p>6 barge?</p> <p>7 A. It is a large offshore barge. I believe</p> <p>8 it's about 400 feet in length. And the way it's</p> <p>9 constructed, it has a notch. And the tug will fit</p> <p>10 into the notch. And with a connecting system, it</p> <p>11 becomes one. And it's almost like a ship at that</p> <p>12 point. But it can bring its -- the barge to</p> <p>13 wherever it's delivering its cargo, drop the barge</p> <p>14 off; and then the tug is free to be able to either</p> <p>15 pick up another load or -- or do something else.</p> <p>16 Q. Does -- did Signal construct these tugs as</p> <p>17 well?</p> <p>18 A. Yes.</p> <p>19 Q. The tugs are motorized?</p> <p>20 A. Yes.</p> <p>21 Q. Again, the -- these constructions of the</p> <p>22 articulated tugs and barges were from plans that</p> <p>23 were provided to Signal --</p> <p>24 A. Yes.</p> <p>25 Q. -- by the purchasers?</p>	<p>Page 40</p> <p>1 Q. I got you.</p> <p>2 And you did mention you had one</p> <p>3 articulated tug and barge under construction; is</p> <p>4 that correct?</p> <p>5 A. Another one is in the engineering phase,</p> <p>6 construction to start in the next couple months.</p> <p>7 Q. Who's the customer for that one?</p> <p>8 A. Great Lakes Dredge & Dock Company.</p> <p>9 Q. And is -- is this articulated tug and --</p> <p>10 tug and barge similar in design to the two that</p> <p>11 Kirby purchased?</p> <p>12 A. It's an articulated tug and barge. But</p> <p>13 the barge is completely different. It's a</p> <p>14 dredging unit complete with dredging equipment</p> <p>15 that can go out and dredge whatever necessary.</p> <p>16 The Kirby barges are cargo barges.</p> <p>17 MR. ZACHARKOW: Those are dry -- dry cargo</p> <p>18 barges?</p> <p>19 THE WITNESS: Dry cargo. I think it's</p> <p>20 primarily going to be coal.</p> <p>21 BY MR. STRAUS:</p> <p>22 Q. Is -- the Great Lakes' tug and barge,</p> <p>23 where is that being constructed?</p> <p>24 A. In Orange, Texas.</p> <p>25 Q. Okay. So in 2006, Signal began to do the</p>

SIGNAL TEXAS DOCK YARD VESSEL DOCKINGS												Page 11 of 13	
DATE CONTRACT SIGNED	NAME OF PERSON WHO SIGNED CONTRACT FOR CONTRACTOR	NAME OF PERSON WHO SIGNED CONTRACT FOR SIGNAL	JOB NUMBER	DOCKED	UNDocked	NAME OF VESSEL	OWNER	OWNER'S NOTICE ADDRESS IN CONTRACT	TYPE OF VESSEL	WEIGHT AT DOCKING (LBS OR TONS)	REVENUE	COST	PROFIT
			1179	12/10/00	01/05/01	OLAIR	HANDARI		SEMI	13674	263,128.48	113,140.72	266,268.48
			1180	04/27/02	05/10/02	UNSCD 95	UNSCD		JACK-UP	7383	971,399.00	68,807.12	108,191.87
			1181/1000L	07/04/02	06/16/02	PRIDE VIKING	PRIDE		SEMI	11904	5,064,004.37	3,503,033.33	1,560,970.94
02/06/2003	John B. Vink, Vice President	Robert Shephard, Executive VP	1507	03/26/03	10/06/03	ROWAN TEXAS	ROWAN	Rowan 2800 Post Oak Blvd Suite 8400 Houston, TX 77056	JACK-UP	8204	546,899.71	406,136.72	158,559.84
10/10/2003	C. E. Thibault, Vice President	Robert Shephard, Executive VP	1506	10/14/03	10/23/03	ROWAN NEW ORLEANS	ROWAN	Rowan 2800 Post Oak Blvd, Suite 8400 Houston, TX 77056	Can't pay this on Port Payments		261,511.97	273,120.37	86,297.65
			1507	11/29/03	12/16/03	UNCLE JOHN	CALDWELL		SEMI	10536	790,241.00	713,507.48	74,272.51
12/4/2003	John C. Smith, President	Richard Martin, President & CEO	1810	01/03/04	06/24/04	WAG DOG (LEFT Handed)	PRIDE	Price Offshore, Inc., 419 S. Van Avenue, Houston, TX 77051	DRAWLING MODULE	3482	17,407,676.34	13,325,782.82	2,082,066.52
10/2/2003	Steve Peltz, President	Henry J. Schaefer, President - L&E Operations	1511	07/16/04	07/30/04	JUZU	PARKER	Price Offshore Offshore USA, LLC, 1110 United Road, New Canaan, LA 70060	JACK-UP	8714	441,710.18	448,216.43	163,493.87
7/26/2003	Don P. Rodney, CEO	Thomas Ripley, Jr. VP/CTA, L&E Operations	1512	07/16/04	07/30/04	JUZU	HERCULES	Herules Offshore Corp 2820 Shepherd Dr Suite 600 Houston, TX 77042	JACK-UP		150,228.20	40,708.53	109,920.07
			1513	08/11/04	08/11/04	INTERPID	CALDWELL		MULTI-SERVICE	12004	339,063.33	179,830.25	44,343.08
			1514	09/21/04	09/26/04	INTERPID	CALDWELL		MULTI-SERVICE	12004	107,881.44	110,058.52	17,823.16
			1515	12/01/04	12/10/04	INTERPID	CALDWELL		MULTI-SERVICE	12004	348,767.07	375,726.32	73,900.48
			1517	01/08/05	01/20/05	INTERPID	CALDWELL		MULTI-SERVICE	12004	360,260.00	194,968.74	155,291.26
10/10/2004	John M. Vachek, Sr. VP Tech Serv	Thomas Ripley, Jr. VP/CTA, L&E Operations	1515	01/28/05	03/04/05	OCEAN SARATOGA	DIAMOND	Diamond Offshore Services Co. 15415 Katy Freeway, Suite 400 Houston TX 77056	SEMI	12743	670,502.18	474,878.12	145,824.42
11/19/2004	John T. Rynd, VP	Thomas Ripley, Jr. VP/CTA, L&E Operations	1518	03/04/05	04/16/05	EVAN DIGGER	MOBILE	Price Offshore (US) Inc., 13130 S. Dairy Ashford, Suite 800 Sugar Land, TX 77478	JACK-UP	8031	4,363,958.84	3,822,201.83	541,757.33
			1523	05/17/05	05/26/05	B-4000	CALDWELL		SEMI	14324	514,752.42	384,542.30	129,789.14
			1525	06/06/05	06/09/05	INTERPID	CALDWELL		MULTI-SERVICE	12004	105,168.75	64,368.08	21,140.10
3/21/2005	Michael G. Bate, Managing Partner	Chris Cunningham, VP & CFO	1520	08/20/05	07/31/07	BLAKE 303	BLAKE	Price Offshore LLC, P.O. Box 6090 Houston, TX 77068	JACK-UP	8464	1,112,180.04	1,021,045.71	95,329.20
3/21/2005	Michael G. Bate, Managing Partner	Chris Cunningham, VP & CFO	1521	08/21/05	07/31/07	BLAKE 202	BLAKE	Price Offshore LLC, P.O. Box 6090, Houston, TX 77068	JACK-UP	8142	954,852.93	667,794.40	287,558.53

Vessels Docked and Undocked alongside deck with assistance from safety.

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3/16/11



DATE CONTRACT SIGNED	NAME OF PERSON WHO SIGNED CONTRACT FOR CUSTOMER	NAME OF PERSON WHO SIGNED CONTRACT FOR SIGNAL	JOH NUMBER	DOCKED	UNDOCKED	NAME OF VESSEL	OWNER	OWNER'S NOTICE ADDRESS IN CONTRACT	TYPE OF VESSEL	WEIGHT AT DOCKING (LONG TONS)	REVENUE	COST	PROFIT
7/8/2006	Jeffrey H. Vachon, Sr. VP Tech Serv	Thomas Riggle, Sr. VP GM, TX Operations	1521	06/13/06	06/13/06	OCEAN NEW ERA	DIAMOND	Diamond Offshore Services Co., 15415 Katy Freeway, Suite 600, Houston, TX 77058	SEMI	12470	1,528,340.70	4,328,975.21	216,371.48
5/25/2006	Richard E. Hite, CFO	Richard Markel, President & CEO	1526	09/15/06	09/15/06	RODAN MIDLAND	ATP OIL & GAS CORP	ATP Oil & Gas Corp, 8800 Pop Oak Plaza, Suite 200, Houston, TX 77027	SEMI	11,900	16,732,461.66	9,850,205.42	1,674,336.24
				10/15/06	11/23/06	RODAN MIDLAND	ATP OIL & GAS CORP	ATP Oil & Gas Corp, 8800 Pop Oak Plaza, Suite 200, Houston, TX 77027	SEMI	11,915			
INTERMEDIATE DOCKING CRANE BARGE				11/11/06	11/01/06	WILCOX PELICAN	SIGNAL		CRANE BARGE	7500			
10/13/2006	William C. Williams, VP Marketing	Chris Cunningham, VP & CFO	1531	11/11/06	01/29/07	JOE ALFORD	HOBLE	Hooble (Gulf of Mexico) Inc., 13115 B. Dairy Ashford, Suite 600, Sugar Land, TX 77478	SEMI	7245	10,010,703.03	13,150,666.03	341,004.80
			1533	02/14/06	02/24/06	JOE ALFORD	HOBLE		SEMI	14800	664,303.76	378,666.12	117,637.64
3/10/2006	John H. Vachon, Sr. VP Tech Services	Thomas Riggle, Sr. VP GM, TX Operations	1536	03/10/06	04/27/06	OCEAN HUBBET	DIAMOND	Diamond Offshore Services Co., 15415 Katy Freeway, Suite 600, Houston, TX 77058	JACK UP	7800	8,337,031.03	4,831,216.80	1,706,767.23
01/18/2006	William C. Williams, VP Marketing	Thomas Riggle, Sr. VP GM, TX Operations	1538	06/20/06	07/20/06	HERALD MARTIN	HOBLE	13135 B. Dairy Ashford, Suite 600, Sugar Land, TX 77478	SEMI	12400	2,241,463.67	2,989,272.46	272,181.21
01/18/2006	David Crutcher, Sr. VP Operations	Thomas Riggle, Sr. VP GM, TX Operations	1544 & 1545	06/26/06	09/24/06	THE 264 & THE 266 - steel docking	TOOCO	The Offshore Drilling Company, 2000 W. Sam Houston Pkwy. E., Suite 600, Houston, TX 77062	JACK-UP	7500 EA.	1,069,206.70	1,396,455.65	606,772.95
7/20/2006	John H. Vachon, Sr. VP Tech Services	Thomas Riggle, Sr. VP GM, TX Operations	1543	10/04/06	12/11/06	OCEAN WHITTINGTON	DIAMOND	Diamond Offshore Services Co., 15415 Katy Freeway, Suite 600, Houston, TX 77058	SEMI	12000	26,651,671.41	26,070,637.84	7,050,033.57
7/1/2006	Tom MacC. President	Richard Markel, President & CEO	1515L	12/22/06	09/16/07	REPTUNE TLP - New Construction 3rd Array 515-077	ATLANTA	1225 Executive Parkway, Suite 600, Houston, TX 77057	PENSION LIFT PLATFORM	2700	50,579,367.01	11,644,647.80	113,265,780.57
				04/18/07	07/06/07	DIAMOND DOCK OUT from 8/18/07 thru 8/18/07							
07/12/07	John Vachon, Sr. VP Tech Services	Richard Markel, Sr. VP GM, TX Operations	1549	10/27/07	12/14/07	OCEAN QUEET	DIAMOND	Diamond Offshore Services Co., 15415 Katy Freeway, Suite 600, Houston, TX 77058			11,627,396.10	5,823,056.37	5,804,339.74
3/19/2008	George M. Vachon, Sr. VP GM, TX Operations	Richard Markel, Sr. VP GM, TX Operations	1552	04/01/08	04/05/08	LORELIAN DRILLING BARREL 200 & 104	SUPERIOR DERRICK	Superior Derrick Services, LLC, P.O. Box 14338, New Iberia, LA 70560			410,374.82	164,340.72	250,034.10
7/1/2006	Pan Captain	Chris Cunningham, VP & CFO	1554	07/07/06	07/14/06	DIXIE PATRIOT	POWER MARINE	Power Marine LLC, 518 Quinlan Lane, Orléans, LA 70657	LIFT BOAT	2700	248,370.35	108,801.30	139,769.05

Vessels Docked and worked along with deck with revenue from sandy

Page 2 of 3

34111

DATE CONTRACT SIGNED	NAME OF PERSON WHO SIGNED CONTRACT FOR CUSTOMER	NAME OF PERSON WHO SIGNED CONTRACT FOR SIGNAL	JOB NUMBER	DOCKED	UNDOCKED	NAME OF VESSEL	OWNER	CUSTOMER'S NOTICE ADDRESS IN CONTRACT	TYPE OF VESSEL	HEIGHT AT DOCKING (LONG TONS)	REVENUE	COB1	PROFIT
8/15/2000	Isaiah Durr Director Operations	Rayney Hester/John Hagel VP Tech Services	658	10/12/00	12/02/00	THUNDER BAY	SEA ATLANTA	SEA AGENT INC. 1705 Shelton Highway, Houston, TX 77017	Fishing	13700	0 400 893 14	6 646 580 25	2 734 311 46
12/15/2000	John Hagel VP Tech Services	Rayney Hester/John Hagel VP Tech Services	657	03/04/01	04/01/01	OCEAN AMERICA	DIAMOND	Raymond O'Connor Services Co., 16415 Katy Freeway, Suite 400, Houston, TX 77060		26 420 64 (23,514)	17 411,429 16	15 113,807 70	2 267,636 46
Applied Capital K-1, A-2, D & C to 2003 MSA	John Hagel VP Tech Services	John Hagel VP Tech Services	1208	05/22/09	06/06/09	REVADE	PRIDE (SEAWAY)	2647 San Felipe Blvd 1300 Houston, TX 77060			1 237,313 88	1 172 610 15	145 754 74
TOTAL OF JOBS ON DOCK											211 674 883 31	107 138 810 31	15 734 481 49
JOBS WORKED ALONGSIDE DOCK													
01/13/03 - renewed by ACON 1/16/03	William C. Long Vice President	John Hagel VP Tech Services	1526		06/24/03	OCEAN FLEW BWA	MANAMA	Raymond O'Connor Services Co., 16415 Katy Freeway, Suite 400, Houston, TX 77060	BERMUDA AGREEMENT		356 727 00	567 30	355,064 81
7/17/00	John Hagel VP Tech Services	Rayney Hester/John Hagel VP Tech Services	1648		10/11/01	OCEAN BARONESS	DIAMOND	Raymond O'Connor Services Co., 16415 Katy Freeway, Suite 400, Houston, TX 77060	ALONGSIDE DOCK FROM 7/10/01 THRU 10/11/01		7 909,470 20	4 771,000 85	2,133 869 35
7/1/2001	John Hagel VP Tech Services	Rayney Hester/John Hagel VP Tech Services	1231		07/04/01	OCEAN VALIANT	DIAMOND	Raymond O'Connor Services Co., 16415 Katy Freeway, Suite 400, Houston, TX 77060	ALONGSIDE DOCK EFF JULY 4 WEEKEND		4 120,410 03	3 455,510 49	670 802 14
TOTAL OF JOBS WORKED ALONGSIDE DOCK											12 386,617 93	8 227,778 31	4 145,531 66

Planned for 7/15/01 to 7/16/01
Dry Dock Reconstructions underway after REVADE departure on 6/29/09. OCEAN VALIANT being worked alongside 8/17 July 4 weekend
DRY DOCK 3 RANK AIRCRAFT 3R, 2009

Page 1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF NEW YORK
3 FIREMAN'S FUND INSURANCE)
4 COMPANY, ONE BEACON)
5 INSURANCE COMPANY, NATIONAL)
6 LIABILITY AND FIRE)
7 INSURANCE COMPANY and QBE)
8 MARINE & ENERGY SYNDICATE)
9 1036,) EFC CASE
10 Plaintiffs,)
11 VS.) 10 Civ. 1653 (LAK)
12)
13 GREAT AMERICAN INSURANCE)
14 COMPANY OF NEW YORK, MAX)
15 SPECIALTY INSURANCE COMPANY)
16 and SIGNAL INTERNATIONAL,)
17 LLC,)
18 Defendants.)
19 *****
20 ORAL DEPOSITION OF
21 REESE LEVER
22 December 15, 2011
23 *****

24 ORAL DEPOSITION OF REESE LEVER, produced as a
25 witness at the instance of the PLAINTIFFS, and duly
sworn, was taken in the above-styled and numbered cause
on December 15, 2011, from 8:55 a.m. to 12:54 p.m., by
machine shorthand before MICHELLE R. PROPPS, CSR, in and
for the State of Texas, reported at the offices of
LeBlanc Bland, 1717 St. James Place, Suite 360, Houston,
Texas, pursuant to the Federal Rules of Civil Procedure
and the provisions stated in the record or attached
hereto.

Page 2

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ORAL DEPOSITION OF REESE LEVER

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1 Q. You'd agree with that.
 2 A. Yeah.
 3 Q. Do you know who provided the attorney who
 4 drafted it with the information that's in there?
 5 A. I -- I don't know. I can make a guess, but it
 6 would be a guess.
 7 Q. All right. Well, let's not guess.
 8 A. Okay.
 9 Q. The --
 10 MR. ZACHARKOW: For the record, just so
 11 we're clear, the claim itself references documents that
 12 were obtained through discovery in the case.
 13 MR. GUY: Yes.
 14 MR. ZACHARKOW: Okay. So when you say,
 15 who provided information, there's information that was
 16 obtained in discovery, Mr. Guy, you know, that's
 17 reflected in some of the --
 18 Q. (By Mr. Guy) That comes to an important point
 19 that I'd like to ask you about. You're aware that Great
 20 American has sued Signal International, my client.
 21 A. Yes.
 22 Q. In your experience, is it common for an
 23 insurance company to sue its insured?
 24 MR. ZACHARKOW: Objection.
 25 A. I don't know.

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1 Q. (By Mr. Guy) Have you ever been involved in a
 2 case like that before?
 3 A. This is the first case I've ever been involved
 4 in.
 5 Q. Are you aware of what the allegations made
 6 against Signal by Great American are?
 7 A. Some of them from reading through this. Yes.
 8 Q. Were you aware of those allegations before you
 9 read that cross claim?
 10 A. No.
 11 Q. There's numerous exhibits referenced in there.
 12 I'm sure everybody in the room will be delighted to hear
 13 I don't intend to go through each one, but I want to
 14 show them to you, just for your own education. Have you
 15 seen -- please take time to just flip through it. Have
 16 you seen those documents before?
 17 A. I would say I've seen some of them, but not
 18 all of them.
 19 Q. You and Ms. Stringer are the only underwriters
 20 at Great American who were involved in this renewal; is
 21 that correct?
 22 A. Steve Weber was involved as well.
 23 Q. I don't see his name own any of the
 24 correspondence with Willis.
 25 MR. NICOLETTI: Talking about the '09

Page 151

1 renewal?
 2 MR. GUY: Yes.
 3 Q. (By Mr. Guy) 2009-2010. You and Ms. Stringer
 4 are the only underwriters at Great American responsible
 5 for this account; is that correct?
 6 MR. ZACHARKOW: Objection.
 7 A. No. Steve Weber was involved as well.
 8 Q. (By Mr. Guy) What was Mr. Weber's
 9 involvement?
 10 A. He reviewed the file before the quote was
 11 sent.
 12 Q. Okay.
 13 A. He did his own underwriting -- I mean, he
 14 would have gone through the whole file as well before we
 15 sent the renewal quote. And his initials are on the
 16 mock-up.
 17 Q. And did he -- do you recall if he raised any
 18 issues with you about a renewal?
 19 A. No, I don't.
 20 Q. If he had done, they would presumably be in
 21 the file; is that correct?
 22 A. Yes.
 23 Q. So we've established already that -- from
 24 yesterday, Ms. Stringer never requested any surveys of
 25 any of the assets subject to the renewal. You never

Page 152

1 asked for any. Are you aware if Mr. Weber asked for
 2 anything?
 3 A. No, I'm not aware.
 4 Q. Okay. The majority of the exhibits that are
 5 in that binder that are referenced in the cross claim
 6 against Signal are survey reports on the AFDB-5 dating
 7 back from 2001 till 2007 or '8. Okay?
 8 Did anybody ever present these to you and
 9 say, would -- any one of these documents and say -- ask
 10 you this question. Would seeing this document have been
 11 material to your decision to underwrite this risk.
 12 A. Prior to this being...(indicating)
 13 Q. Yes.
 14 A. No.
 15 Q. So nobody at Great American ever asked you the
 16 actual question as to whether or not the allegations in
 17 here about what was material to you as an underwriter
 18 was ever put to you before this lawsuit was filed?
 19 A. No.
 20 Q. Are you aware if those type of questions were
 21 put to Ms. Stringer, as the underwriter and your
 22 supervisor?
 23 A. I don't know. Can I elaborate on that a
 24 little? I would say normally in claims situations in
 25 our office, the claims department talks to Steve Weber.

Pages 149 to 152

Sunbelt Reporting & Litigation Services

Houston Austin Bryan/College Station Corpus Christi Dallas/Fort Worth East Texas San Antonio

JIMMY BOOKER - October 11, 2012

Page 1	Page 3
<p>1 UNITED STATES DISTRICT COURT</p> <p>2 SOUTHERN DISTRICT OF NEW YORK</p> <p>3 FIREMAN'S FUND INSURANCE)</p> <p>4 COMPANY, ONE BEACON)</p> <p>5 INSURANCE COMPANY,)</p> <p>6 NATIONAL LIABILITY AND)</p> <p>7 FIRE INSURANCE COMPANY)</p> <p>8 AND OBE MARINE & ENERGY)</p> <p>9 SYNDICATE 1036)</p> <p>10)</p> <p>11 PLAINTIFFS,)</p> <p>12)</p> <p>13 VS.) 10-CV-1653</p> <p>14)</p> <p>15 GREAT AMERICAN INSURANCE)</p> <p>16 COMPANY OF NEW YORK, MAX)</p> <p>17 SPECIALITY INSURANCE)</p> <p>18 COMPANY AND SIGNAL)</p> <p>19 INTERNATIONAL, LLC)</p> <p>20)</p> <p>21 DEFENDANTS.)</p> <p>22)</p> <p>23)</p> <p>24)</p> <p>25)</p> <p>*****</p> <p>ORAL DEPOSITION OF</p> <p>JIMMY BOOKER</p> <p>OCTOBER 11, 2012</p> <p>*****</p>	<p>1 APPEARANCES</p> <p>2 FOR THE PLAINTIFF FIREMEN'S FUND INSURANCE COMPANY:</p> <p>3 MR. VAL WAMSER</p> <p>4 NICOLETTI HORNIG & SWEENEY</p> <p>5 WALL STREET PLAZA</p> <p>6 88 PINE STREET, 7TH FLOOR</p> <p>7 NEW YORK, NEW YORK 10005</p> <p>8 TEL: 212.220.3830</p> <p>9 FAX: 212.220.3741</p> <p>10 EMAIL: vwamser@nicolettihornig.com</p> <p>11 FOR SIGNAL INTERNATIONAL, LLC:</p> <p>12 MR. MATTHEW C. GUY</p> <p>13 LEBLANC BLAND PLLC</p> <p>14 1717 SAINT JAMES PLACE, SUITE 360</p> <p>15 HOUSTON, TEXAS 77056</p> <p>16 TEL: 713.627.7100</p> <p>17 FAX: 713.627.7148</p> <p>18 EMAIL: mguy@leblancbland.com</p> <p>19 FOR THE DEFENDANT GREAT AMERICAN INSURANCE COMPANY OF</p> <p>20 NEW YORK:</p> <p>21 MR. GEORGE R. ZACHARKOW</p> <p>22 MATTIONI, LTD.</p> <p>23 399 MARKET STREET, SUITE 200</p> <p>24 PHILADELPHIA, PENNSYLVANIA 19106</p> <p>25 TEL: 215.629.1600</p> <p>TEL: 215.923.2227</p> <p>EMAIL: gzacharkow@mattioni.com</p> <p>FOR THE DEFENDANT MAX SPECIALTY INSURANCE COMPANY:</p> <p>MR. ADAM D. KRAUSS</p> <p>TRAUB, LIEBERMAN, STRAUS & SHREWSBERRY, LLP</p> <p>MID-WESTCHESTER EXECUTIVE PARK</p> <p>SEVEN SKYLINE DR.</p> <p>HAWTHORNE, NY 10532</p> <p>TEL: 914.347.2600</p> <p>FAX: 914.347.8898</p> <p>EMAIL: akrauss@traublieberman.com</p> <p>ALSO PRESENT:</p> <p>MR. JOHN HALEY</p>
Page 2	Page 4
<p>1 ORAL DEPOSITION OF JIMMY BOOKER, produced as a</p> <p>2 witness at the instance of the Defendants, and duly</p> <p>3 sworn, was taken in the above-styled and numbered cause</p> <p>4 on OCTOBER 11, 2012, from 9:08 a.m. to 6:36 p.m.,</p> <p>5 before Mark A. Miller, CSR in and for the State of</p> <p>6 Texas, reported by machine shorthand, at the offices of</p> <p>7 Signal International, Orange, Texas pursuant to the</p> <p>8 Federal Rules of Civil Procedure and the provisions</p> <p>9 stated on the record or attached hereto.</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 INDEX</p> <p>2 PAGE</p> <p>3</p> <p>4 Appearances..... 2</p> <p>5</p> <p>6 JIMMY BOOKER</p> <p>7 Examination by Mr. Zacharkow..... 5</p> <p>8 Examination by Mr. Krauss..... 244</p> <p>9 Examination by Mr. Wamser..... 275</p> <p>10 Examination by Mr. Mr. Guy..... 281</p> <p>11 Examination by Mr. Zacharkow..... 297</p> <p>12 Examination by Mr. Krauss..... 301</p> <p>13 Examination by Mr. Wamser..... 304</p> <p>14 Signature and Changes..... 306</p> <p>15 Reporter's Certificate..... 308</p> <p>16</p> <p>17 EXHIBITS</p> <p>18 NO. DESCRIPTION PAGE</p> <p>19 321 Curriculum Vitae 17</p> <p>20 322 Document Survey Report 136</p> <p>21 323 DLS Survey Report 140</p> <p>22 324 Email, Re: Solicitation by Jim Booker 212</p> <p>23 325 Email, Re: Resignation 215</p> <p>24 326 Email, Re: Conversation with Booker 223</p> <p>25 327 Email, Re: Attorney Contact 236</p> <p>328 Consulting Agreement 240</p> <p>329 Fax, Re: Drydock Dredging Agreement 252</p> <p>330 Tidal Info Map, Port Arthur 297</p>

JIMMY BOOKER - October 11, 2012

<p style="text-align: right;">Page 133</p> <p>1 I mean, there is a — when you pump them down, 2 I think you said you have 11 feet of side shell left, 3 exposed? 4 A. Well, you do, but you can inspect them from 5 inside the pontoons. 6 Q. Right. 7 A. I mean, you're looking at the same steel 8 that's submerged underwater if you go down inside to 9 the bottom of the tank. 10 Q. And what do you do about the mud? 11 A. That particular area you have from two to 12 maybe three and a half feet of mud. You can't do very 13 much of an inspection of that, obviously. 14 Q. Look at Exhibit 27, please. 15 Were you told about the fact that an emergency 16 meeting was called by Pleasure Island? 17 MR. GUY: I object to the stress on the 18 word "emergency" there, that I think it's testimony 19 from Mr. Haley's deposition but that doesn't mean there 20 is an emergency, it just means it's not an ordinary 21 meeting. 22 MR. ZACHARKOW: Well, it's their 23 language. I mean, you can have your objection noted. 24 A. I've never seen this document before. 25 Q. (BY MR. ZACHARKOW) My question is: Were you</p>	<p style="text-align: right;">Page 135</p> <p>1 A. Sure. 2 Q. Were you told by anyone at Signal, Mr. Booker, 3 that Signal was required by PANDIDC to consult with and 4 investigate the development of a cathodic protection 5 system for the drydock? 6 A. Not that I recall. 7 Q. So when you did your investigation for having 8 the anodes applied, you did that independently of any 9 suggestions? 10 A. Well, I thought I was doing it independently, 11 based upon some of those earlier reports that I 12 reviewed about cathodic protection. 13 Q. Let me show you just the front page and it has 14 some highlights of a survey report dated December 22, 15 2005? 16 A. Okay. DLS. 17 Q. I think I asked you about it, if you've ever 18 seen any DLS reports before, and if I recall correctly, 19 I think you said you didn't recall seeing any DLS 20 reports. 21 Just looking at that format, does that refresh 22 your recollection as to whether you've seen any reports 23 from the DLS surveyors? 24 A. Well, I think I have seen something with the 25 DLS letterhead on it.</p>
<p style="text-align: right;">Page 134</p> <p>1 made aware there was a meeting that was called 2 between — by the Pleasure Island commission and Signal 3 regarding the observations that were made by the ABS 4 Consulting surveyor in his September report? 5 A. I don't think so. 6 Q. Look at Exhibit 29, please, Mr. Booker. 7 Were you told by anyone at Signal that there 8 was an agreement that was entered between Signal and 9 the Port Arthur Navigation District Industrial 10 Development Corporation, PANDIDC, regarding ongoing 11 maintenance obligations for the drydock in October 1, 12 2003? 13 A. I don't ever recall seeing this document. 14 Although, I may have been advised that there was a 15 maintenance agreement with the port. 16 Q. Were you instructed by anyone at Signal to 17 consult with someone for the preparation of anode and 18 cathode — let me strike that question. 19 MR. GUY: Let me lodge an objection to 20 the discussion about this. This is dated October 1, 21 2003. It's before Mr. Booker started. It's also 22 before the drydock was sold to Signal in 2005. So I 23 think it would be obsolete by the time that Mr. Booker 24 started. 25 Q. (BY MR. ZACHARKOW) We can still do our thing.</p>	<p style="text-align: right;">Page 136</p> <p>1 Q. And that report is dated what, December — 2 MR. GUY: 22nd, 2005. Why don't we agree 3 we mark this as Exhibit 322, and I'll provide the court 4 reporter with a clean copy. 5 (Off record discussion.) 6 Q. (BY MR. ZACHARKOW) And for further reference 7 that is a Signal Bates-stamped, starts at 1111, and if 8 I have the entire report here, it goes through 1143. 9 Do you ever recall Captain Strous being aboard 10 the drydock conducting a survey? 11 A. Well, he — Captain Strous would have had to 12 have been on board the drydock to conduct the survey. 13 I do remember meeting Captain Strous, I don't remember 14 if that meeting occurred on the dock itself. 15 Q. So you remember him attending to do a survey? 16 A. You can't survey a drydock from the office up 17 on a hill. That's what I remember. 18 Q. You've met Captain Strous? 19 A. I believe I have. 20 Q. And you met him when he was at Port Arthur to 21 do a survey of the drydock? 22 A. I guess that's what he was doing at Port 23 Arthur. 24 Q. Well, when Mr. Hager came to do his inspection 25 and surveys, you were aware that he was there to do</p>